

1 AN ORDINANCE of the Common Council fixing,
2 establishing and ratifying compensation for
3 certain City employees represented by The
4 Fort Wayne Professional Fire Fighters Union
Local #124.

5 WHEREAS, this Council is required to approve all
6 collective bargaining decisions with regard to annual pay and
7 monetary fringe benefits; and

8 WHEREAS, such compensation for employees of the City
9 of Fort Wayne, Indiana, represented by The Fort Wayne
10 Professional Fire Fighters Union Local #124 has been arrived at
11 pursuant to agreements reached by and between the City and the
12 Fort Wayne Professional Fire Fighters Union Local #124, in
13 accordance with collective bargaining as authorized and
14 envisioned by the City's salary ordinances; and

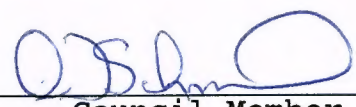
15 WHEREAS, said agreement is for two (2) years, but
16 pursuant to Indiana law, the compensation provided for therein
17 must be annually ratified; and

18 WHEREAS, this ordinance is necessary to ratify, fix
19 and establish such compensation for said employees represented
20 by the Fort Wayne Professional Fire Fighters Union Local #124
21 for the year 1994 and 1995.

22 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
23 OF THE CITY OF FORT WAYNE, INDIANA:

24 SECTION 1. The 1994-1995 agreement by and between the
25 Fort Wayne Professional Fire Fighters Union Local #124 and the
26 City of Fort Wayne, two copies of which are on file in the
27 office of the City Clerk and available for public inspections,
28 is hereby approved and ratified in all respects, including the
29 compensation package for 1994 and 1995.

30 SECTION 4. This Ordinance shall be in full force and
31 effect from and after its passage and any and all necessary
32 approvals by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay by Linda P. Powell City atty.
J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Council Conference Room 128, City-County Building, Fort Wayne,, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATED: 10-11-94 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Nedya E. Eschoff, Deputy Clerk

Read the third time in full and on motion by Schmidt, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 10-25-94 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Nedya E. Eschoff, Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-80-94 on the 25th day of October, 1994

ATTEST: (SEAL)
Sandra E. Kennedy Archie Lunsay
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER
Nedya E. Eschoff, Deputy Clerk

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of October, 1994, at the hour of 11:30 o'clock AM, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Nedya E. Eschoff, Deputy Clerk
Approved and signed by me this 27th day of October, 1994, at the hour of 2:30 o'clock PM M., E.S.T.
Paul Helmke
PAUL HELMKE, MAYOR

ARTICLE 5
UNION MEMBERSHIP AND SECURITY

- Section 1. All employees who are hired and who complete their probationary period subsequent to the effective date of this Agreement shall, as a condition of continued employment, either join the Union and pay monthly dues and initiation fees as required or pay agency fee as designated by the Union.
- Section 2. All employees who are hired subsequent to the effective date of this Agreement shall, as a condition of employment sign a statement of understanding and a release from liability against the City and the Union if said employee is discharged from employment under the Union Security Article. A sample of the Agreement for Payment of Union Dues for Representation Fees appears in Appendix A of this Agreement.

ARTICLE 6
DUES DEDUCTIONS

- Section 1. The Employer shall accept a signed dues deduction authorization, or agency fee deduction authorization by any member, active or retired, of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments, and insurance premiums as applicable, and service charges otherwise due to the Union.
- Section 2. Deduction of union dues shall be made on the first payday of the month, following the month in which the authorization was received, and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE 7
DISCRIMINATION

- Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of, the Union. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another union.
- Section 2. The City and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfers, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin, political affiliation or activities, or occupationally irrelevant physical handicap, or the exercising of any rights under the grievance procedure, and protection from reprisal for lawful disclosure of information.
- Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act as amended, the Equal Pay Act as amended, or Executive Order 11246 as amended, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. However, no duty to arbitrate such a claim shall exist if the member involved files as administrative claim or civil action with respect to the claimed violation.
- Section 4. If any provisions herein should be determined to be in a conflict with the federal American with Disabilities Act ("ADA"), the applicable provisions of the ADA shall control. Any dispute as to any provision of the ADA superseding any provision herein shall be subject to the grievance and arbitration provision embodied in this Agreement unless prohibited by the ADA.

ARTICLE 8
UNION LEAVE

- Section 1. The Union shall have a bank of 1800 hours to be used for Union business. Members as designated by the Executive Board of the Union shall be granted time as needed to conduct legitimate union business, provided prior written request is received from the union and has been approved by the Chief or his designate. In emergency circumstances, when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible. These matters shall include, but not be limited to, contract interpretation, grievance matters and to further harmonious relationships between management, of the City of Fort Wayne, and the union.
- Section 2. No deduction in wages shall be made against Union representatives in connection with legitimate collective bargaining business or grievance handling, including impasse procedures or for investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union. The Union is entitled to a negotiating team of not more than three (3) members. Every effort shall be made to mutually agree to schedule meetings when the smallest number of members of the negotiating team shall be needed off.
- Section 3. The City shall recognize shift grievances representatives as designated by the Union in writing. Union representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any shift grievance representative who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his Supervisor who, will release him in a reasonable amount of time. The representative will notify the Supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the shift representative. No deduction in wages shall be made against Union representatives for time spent in meetings with management.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

- Section 1. Grievance Defined: Should any dispute or difference (hereinafter referred to as grievance) arise between the employer or their representative and the Union as to the meaning and application of any provision of this Agreement, practices, policies, rules or General Orders of the Department, such grievance shall be settled in accordance with the Grievance Procedure. Suspensions, dismissals, and reductions in grade can not be grieved or arbitrated. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein.
- Section 2. First Step: The complaint of the employee shall be presented to the Fire Chief or his designee in writing within ten (10) calendar days following knowledge of the grievance or action. The grievance shall be detailed on an approved grievance form provided by the Union and shall be signed by the aggrieved employee and a member of the Union Executive Board or their designee. The Fire Chief or designee shall thereupon arrange a meeting with the aggrieved employee and/or any Union representative to help present his/her case. Said meeting shall be held not later than ten (10) calendar days after the Fire Chief or designee has received the written grievance. The Fire Chief or designee shall give his written answer within ten (10) calendar days after this meeting. Every effort shall be made by management to conduct all grievance meetings on a scheduled workday of the grieved employee between the hours of 8:00 a.m. and 5:00 p.m.
- Section 3. Second Step: If no satisfactory settlement is reached in Step 1, the grievance shall be advanced to Step 2 within ten (10) days, by the Union Representative, who will discuss the grievance with the Safety Director, or his representative. Within ten (10) days, the Safety Director or his representative shall give his written answer to the Union.
- Section 4. Third Step: If no satisfactory settlement is reached in Step 2, the grievance shall be presented to the Board of Safety of the City by a member of the Union Executive Board within ten (10) days of Step 2's declared impasse. A meeting between the Board of Safety and members of the Union Grievance Committee shall be held within twelve (12) calendar days after delivery of the grievance. If not satisfactorily adjusted at this meeting, the Board of Safety shall give their written answer within ten (10) calendar days of the meeting. Nothing in Step 3 shall prohibit the Fire Chief, or his designated representative from meeting with the Union representative and settling the grievance during this twelve day calendar period.

Section 5.

Arbitration Procedure. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within twenty-five (25) days following receipt of the City's third step answer, notify the City of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the City and the Union shall submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties. The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion, will award the prevailing party reasonable attorney fees in addition to any other relief adjudged. The Union and the City shall equally share the fees of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 6.

Time Limitations. All time limits prescribed in Article IX may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

ARTICLE 10
HOURS OF WORK

Section 1. Basic Work Week

- (a) The basic schedule for combat personnel shall be 24 hours on duty followed by 48 hours off duty, with reporting and relief time being 7:00 a.m.
 - (1) EXCEPTION: Combat District Chiefs shall report to work at 06:30 hours.
- (b) The basic work week shall be forty (40) hours per week for all members assigned non-combat duties, with the following exceptions:
 - (1) The basic work schedule for Fire Investigators shall be 24 hours on-duty followed by 48 hours off-duty.

Section 2. Overtime:

- (a) At any time it becomes necessary to hold over or call back an employee, said employee shall be compensated at the rate of one and one half (1-1/2) times the hourly rate for each one-tenth hour or partial one tenth hour worked. In the case of the forty (40) hour employees and Firefighters in the Communications Department, overtime will also accrue for any hours in excess of a forty (40) hour work week. Overtime earned shall be paid on the next available regular paycheck following the occurrence.
- (b) An employee who is called back to work after he has been released from his regular day's work shall be paid either for the actual time worked at the applicable overtime rate or four (4) hours at straight time, whichever is greater. Time shall start when the employee reports for duty.
- (c) The employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification.

ARTICLE 11
EXCHANGE OF WORK TIME

- Section 1. All Combat Division Fire Fighters shall be allowed to exchange working time subject to the provisions of a policy governing such exchanges as established by the Policy and Procedures Committee. This privilege shall remain in effect for the life of this Agreement.
- Section 2. All Firefighters in the Combat Division shall be allowed time necessary (up to one half (1/2) hour) for travel from one station to another, after being properly relieved at shift change. Any Firefighter being held over because of the above shall not be compensated the first half hour of the shift.

ARTICLE 12
CLOTHING MAINTENANCE AND UPKEEP ALLOWANCE

- Section 1. For the year 1994, Clothing allowance in the amount of \$1,250 shall be provided each member of the bargaining unit for the purchase, maintenance, and replacement of uniform items originally provided by the department. Any additions or changes to the uniform requirements shall be provided by the city at no cost to the employee. Thereafter, the employee shall bear the cost of purchase, maintenance and/or replacement as necessary. Semi annual payments shall be made on or before May 31st of \$500 and November 30th of \$750.
- Section 2. Beginning in the year 1995, Clothing allowance in the amount of \$1,500 shall be provided each member of the bargaining unit for the purchase, maintenance, and replacement of uniform items originally provided by the department. Any required additions or changes to the uniform requirements shall be provided by the city at no cost to the employee. Thereafter, the employee shall bear the cost of purchase, maintenance and/or replacement as necessary. Semi annual payments of \$750 shall be made on or before May 31st and November 30th.
- Section 3. Fire Fighters may be required to replace old style uniform items with new style items through attrition. (Example if the Department changes the pants from blue to black and does not issue new pants, Fire Fighters would be required to purchase black pants when replacing the blue)
- Section 4. The Fire Department may establish a list of optional items that the Department will pay 50% of the cost of the 1st issue if the Fire Fighter is willing to purchase the item and pay the balance. The Fire Fighter is then responsible for maintenance and replacement.

ARTICLE 13
VACATION LONGEVITY

Section 1. Vacation/Longevity earned days shall be on-duty days chosen by seniority draw, under the terms of Section 3 of this Article.

Section 2. SCHEDULES for the year 1994 only

<u>Year Service</u>	<u>Combat</u>	<u>40 Hour</u>
1	4	10
2	6	14
3	8	18
4 - 5	10	22
6 - 7	11	25
8 - 9	12	27
10-11	13	29
12-13	14	31
14-15	15	33
16-17	16	35
18-19	17	37
20-21	18	39
22-23	19	41
24 +	20	43

SCHEDULES beginning the year 1995

<u>Year Service</u>	<u>Combat</u>	<u>40 Hour</u>
1	6	12
2	6	12
3	6	12
4	8	17
5	8	17
6	9	19
7	9	19
8	10	20
9	11	21
10	11	22
11	12	23
12	12	24
13	13	25
14	13	26
15	14	27
16	14	28
17	14	29
18	15	30
19	16	31
20+	16	32

Section 3. Earned Days Selection Method
Earned days, for the term of this agreement shall be selected by the employee through seniority preference one day at a time and in accordance with the provisions of a policy governing such as established by the Policy and Procedures Committee.

Section 4.

Unit members leaving employment of the Fort Wayne Fire Department shall be granted earned time from their date of termination back to January 1 of the year of retirement. To determine retirement earned time, the following calculation will be used. The number of days worked in the retirement year divided by 365; the quotient is then multiplied by the number of earned days for which the member is eligible.

Example:

$200/365 = .597 \times 13 \text{ earned days} = 7.12 \text{ days}$

Earned days less than .50 will be rounded down to the nearest whole day while earned days equal to or greater than .50 will be rounded up to the nearest whole day.

Section 5.

Probationary Firefighters will not be eligible to draw for calendar year earned days until the first draw after reaching one (1) year of seniority with the department. Vacation time will be granted for the time period between one (1) year anniversary and first eligible draw. This time will be pro rated for the time between one (1) year anniversary and first eligible draw. The available number of days is based on one years service from the schedule in Section 2. Days will be rounded according to the criteria above.

ARTICLE 14
SICK LEAVE

- Section 1. Any member of the bargaining unit who may be hurt, injured or sick shall have relief supplied by the City for a period of not more than one year. Members will be required to produce a doctor's return to work slip for all illnesses and will be required to meet the following criteria:
- (a) Each member will be responsible for reporting their inability to report for duty, prior to their normal starting time, to their supervisor.
 - (b) At the time of said reporting, each member will give a brief description of why they are unable to report as scheduled, the name of the attending physician, if applicable, and the estimated date of return to work.
 - (c) Upon return to regular duty, the member shall provide a medical return to work form signed by the attending physician.
 - (d) The Department may send a member to a City physician at any time at the Departments expense. Failure of the member to honor the appointment, release medical information, take requested tests or other requests of the physician, will result in the member being placed on a no pay sick leave, so long as the member refuses to co-operate.
 - (e) The Department may require the member's attending physician to certify ability to perform in the member's job classification.
 - (f) While on paid sick leave, a member may not work for any other employer, or work in a self-employed capacity during the member's regular Fire Department work schedule.

ARTICLE 15
WAGE AND MONETARY FRINGE NEGOTIATIONS

- Section 1. The City and Union agree to commence negotiations for wages and monetary fringe benefits no later than the first week in July of each year, if applicable. Notification shall be in writing.

ARTICLE 16
ASSUMING DUTIES OF A HIGHER RANK

- Section 1. For the year 1994, Additional pay for assuming duties of a higher rank will be limited to the following: Any member who assumes the duties of a Lieutenant, Captain or District Chief will be paid at the rate of the rank assumed. Payment shall begin with the first day or partial day worked and continue through the last day or partial day worked. There shall be one hour minimums in even hour increments.
- Section 2. Beginning in 1995, Additional pay for assuming duties of a higher rank will be limited to the following: Any member who is the rank of Firefighter and assumes the duties of a Lieutenant, Captain or District Chief will be paid at the rate of the rank assumed. Payment shall begin with the first day or partial day worked and continue through the last day or partial day worked. There shall be one hour minimums in even hour increments.
- Section 3. Beginning in 1995, No riding out of rank shall be paid to those members who hold the ranks of Lieutenant, Captain or District Chief.

ARTICLE 17
INSURANCE

- Section 1. Life insurance for members of the bargaining unit shall be provided in the amount of \$15,000 double indemnity at a cost of \$1.20 per employee per year.
- Section 2. The City shall provide hospitalization and dental insurance under the Aetna 250 or Open Choice plan for actively employed Fire Fighters and family members at the per month cost scheduled below:

	<u>Emp only</u>	<u>Emp + 1</u>	<u>Emp + Fam</u>
Standard 250 Plan 1994	\$25	\$40	\$62
Standard 250 Plan 1995	\$37.50	\$60	\$93
Open Choice (1994 rates open for adjustment) (1995 rates open for adjustment)			

The City reserves the right to adjust the rates for the Open Choice on an annual basis. Open Choice rates are not negotiable by the Union.

In the event another City Union or Exempt employees negotiates rates less than the above listed rates, the above rates will be adjusted to reflect the lower rates available.

- Section 3. The surviving spouse and dependant children of Fire

Fighters killed as a results of an on-duty injury, shall be provided health insurance at no cost to them. The policy granted shall be the same as that carried by active employees. This coverage shall remain in effect until the spouse is eligible for medicare/medicaid, or in the case of children, until the age of eighteen (18) unless the child remains a dependent of the surviving spouse while attending an accredited institution, in which case coverage shall continue until graduation from said institution.

Section 4. Retirement insurance -- Firefighters will earn 20% credit for each year completed after 20 years toward health insurance. This continues up to a maximum of 25 years completed which would give that individual a 100% paid health insurance plan. Job related disabilities can, based upon the following criteria, as outlined in the Fort Wayne Firemen's Pension Fund By-Laws, Section 18, qualify for 100% health insurance:

1. Pre-existing employment conditions will not qualify.
2. The illness or injury must be initiated while on duty.
3. Proper documentation must be in the personnel file to substantiate the claim.
4. Any medical history, requested by the Pension Board, shall be provided by the applicant to enable the Board to arrive at their decision. Failure to do so will disallow the claim.

INSURANCE PRORATE SCHEDULE

100% after 25 years of service;
80% after 24 years of service;
60% after 23 years of service;
40% after 22 years of service;
20% after 21 years of service.

This benefit is not retroactive to anyone who retired prior to 1-1-85. The insurance will be the same as carried by active members, and will remain in effect until the retiree is eligible for Medicare/Medicaid. This benefit is a once out always out benefit.

Section 5.

Should either the State or Federal Government pass legislation mandating all employers to participate in a national or statewide health care plan, it is agreed to by the parties to this agreement that the employer contributions for the employees health care that were negotiated into this agreement prior to the passage of such state or federal law, shall continue to be a part of the agreement. The employers contributions shall first be applied to the premium cost of the state or federal plan. Any remaining amount shall be used to purchase supplemental coverage for those items covered under the current health care plan that may not be equally covered under any state or federal mandated plan. If money is available after primary and supplemental insurance has been paid, this money will be used to purchase additional benefits or revert back to the employees in the form of wages.

At no time shall the cost of the supplemental or additional insurance coverage exceed the savings amount generated between the current City health plan and the state or federally mandated plan. The Union reserves the right to decide on the application of the above mention funding.

ARTICLE 18
PHYSICAL EXAMINATION

Section 1.

The City shall continue it's practice of providing an annual physical to each fire fighter at no cost to the fire fighter. No changes in the make up the physical shall be made without 30 days prior notice to the FWPPFU. The physical will be scheduled for on duty time.

Section 2.

The annual physical examination shall include, not be limited to, the following:

- Initial Personal Medical Profile
- Blood Chemistry Analysis
- Urinalysis-(excluding illicit drug screen)
- Pulmonary Function Analysis
- Chest x-ray
- Cardiac Stress Analysis
- Audiometric Function Analysis
- Vision analysis
- Hepatitis B Screening
- HIV (upon fire fighter request)

ARTICLE 19
LONGEVITY BONUS

- Section 1. For the year 1994, A \$1,000 Bonus to be given to each employee who has twenty-five (25) years of service or more provided no legal ramifications develop which would make it mandatory to be considered part of the base rate and thus used in Pension computations or Pension assessments or payments.
- Section 2. Beginning in 1995, A \$500.00 longevity bonus shall be paid to those fire fighters in the year that they have completed four (4) years of service and every year there after. This bonus replaces the 25 year bonus paid in prior years.

ARTICLE 20
HAZARDOUS DUTY TECHNICAL PAY PROVISION

- Section 1. Hazardous Duty pay shall be provided only to those members of the Fort Wayne Fire Department Dive Team and the Fort Wayne Fire Department Hazardous Materials Control Group. Qualifications for said pay shall be developed by the leaders of said organizations with final approval by the Chief of the Department. The number of individuals receiving said pay shall be determined by the Chief through recommendations from the team leaders. Hazardous duty pay shall be paid at the rate of \$750 per year.

- Section 2. Technical pay shall be provided to those members of the following groups:

SCBA Repair Technicians	\$750.00
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Qualifications for said pay shall be developed by the leader of said organization with final approval by the Chief of the Department. The number of individuals receiving said pay shall be determined by the Chief through recommendations from the team leaders.

Anytime during the life of this agreement, other Technicians positions could be added to this section as would be agreed upon between the FWPFU and the City. Such an agreement would be spelled out a letter of agreement.

ARTICLE 21
EDUCATIONAL ASSISTANCE

Section 1. The City will make available to bargaining unit members educational assistance/tuition reimbursement under the terms of City Policy and Standard Procedure 8.4.

At the time of this contract, tuition reimbursement as outlined in City Policy 8.4 has been suspended. In the event the City reinstates a tuition reimbursement program, members of the bargaining unit shall be permitted to participate in any such plan subject to the terms and conditions of such plan.

Section 2. An annual educational bonus of \$250.00 shall be paid to any employee who has attained an Associates degree or greater in Fire Science Technology from an accredited institution.

Section 3. A policy for establishing guidelines for the granting time off for Fire or EMS related education shall be established through the Policy and Procedures Committee.

ARTICLE 22
BILL OF RIGHTS

Section 1. This Article is known and may be cited as the Firefighters Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Fire Department and shall be a part of the internal personnel policies. For purposes of this Article, the term Firefighter includes all members of the bargaining unit, on full time active duty, as defined in Article 3, herein.

Here below are listed and defined their Rights, to wit:

1. Unit members shall have the right to Union representation during interview or questioning for any matter concerning his activities.
2. Unit members shall have the right to Union representation selected by the Union, during any interview or hearing on complaints that are heard by civilian or Board of Safety review.
3. Unit members shall receive public assistance in regard to any job related civil or liability suits at law in accordance with General Ordinance No. G-30-75, 29 December 1975.
4. Unit members shall not receive any discipline for exercising their rights as a citizen guaranteed by the Constitution of the United States and the State of Indiana.

5. Unit members shall not be required to undergo polygraph or voice inflection testing at any time.
6. Unit members shall not be demoted, except for just cause and after appropriate hearing and determination by the Board of Public Safety.
7. When, for any reason, any Fire Fighter is under investigation by his Superior Officer, or any other duly assigned member of the Fire Command, which could lead to disciplinary action, demotion, dismissal, transfer of administrative charges, and to insure that such investigations are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Firefighter, the following rules of procedure are hereby established, and will be followed unless the Fire Chief determines that the seriousness of the investigation requires otherwise.
 - a) The interview or questioning shall be conducted at a reasonable time when the unit member is on duty and during normal waking hours for the unit member. The interview or questioning shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls not related to the investigation, and rest periods.
 - b) The unit member being interviewed or questioned shall be informed at least 72 hours prior to such interview or questioning of the rank, name and command of the officer in charge of the questioning.
 - c) The unit member shall be informed of the nature of the investigation, of whether he is a witness or the object of the investigation, and of any charges against him at least 72 hours prior to any questioning.
 - d) The interview or questioning session shall be for a reasonable period of time, not to exceed four (4) hours.
 - e) The unit member under investigation shall not be subjected to offensive language or threatened in any manner whatsoever.
 - f) The unit member shall not be subjected to visits by the press or news media without his express consent, nor shall his home address or photograph be given to anyone without his express consent.

- g) The complete interview of a unit member shall be recorded. The unit member shall be given a copy of that tape or a copy of the transcript as soon as possible. The unit member shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. This does not preclude the unit member from recording the interview on his own tape recorder.
 - h) If the unit member is likely to be placed under arrest as a result of the investigation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
 - i) The process leading to actions by the Board of Safety shall be considered subject to the grievance procedure.
 - j) This section shall not apply to any investigation or questioning of a unit member in the course of counseling, instruction, informal verbal admonishment or other routine contact with a supervisor.
8. No unit members shall have any comment adverse to his interests entered in his personnel file, without his having first read the instrument containing the adverse comment indicating he is aware that such comment is being placed in his file or other place of recordation of such comments, except that such entry may be made if, after reading the instrument containing any adverse comment the unit member refused to sign it. A witness shall thereafter note that such unit member was presented with the opportunity to read and sign such instrument and refused to do so. After 18 months, if there is no recourse, the instrument shall be purged from his/her file.
9. A unit member shall have ten (10) days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany the adverse comment.
10. Disciplinary documents in unit member's file shall be removed after an 18-month period. Exceptions to this rule will be if a similar violation takes place within the 18-month period. In such event, the record will remain on file until the latest occurrence has matured 18 months.

11. Before the interview of any unit member as a result of a complaint by a citizen, the citizen shall be interviewed by a designated representative of the Director of Public Safety.
12. Except as otherwise provided by law, no unit member shall be prohibited from engaging or be coerced or required to engage in political activity.
13. No unit member shall have his locker, desk, or other space for storage that may be assigned him, searched unless a valid search warrant has been obtained.

ARTICLE 23
DEPARTMENT SENIORITY

- Section 1. Definition: Seniority, as defined in this Article means the total length of continuous employment within the Fire Department. For purpose of lay-off, the person with the least seniority shall be the first person laid off. If more than one person was hired on the same date, seniority shall be determined by chance draw of the cards, with Social Security numbers used to rank those members for the draw of cards. The total social security number is used with the lowest number considered first. Each person shall draw his own card for seniority. In the event the person cannot be there, an alternate shall be appointed to draw for him by the officer conducting the draw. Seniority draw shall be conducted on or before graduation from the Fire Academy. Once a position has been established, that position shall be held thereafter. Recall after lay-off shall be by seniority. Date of hire shall determine seniority for those members previously assigned to Communications Department and/or Traffic Engineering/Signal Department.
- Section 2. Seniority List: The City will furnish an updated department-wide seniority list by rank showing the name, date of employment and length of service, to be posted on a bulletin board in the Fire Department, and to be given to the union annually each November.
- Section 3. Probationary Employee Defined: All new employees shall be considered probationary employees for a minimum of twelve (12) months from the date they are sworn in and until completion of all probationary training requirements. Probationary employees shall be excluded from all terms and conditions of this Agreement for the first six (6) months of employment, unless otherwise provided by State Law.

Section 4. Termination of Seniority: An employee shall be considered terminated and his seniority broken when he: (a) quits, or (b) is discharged for just cause.

ARTICLE 24
OUT OF DEPARTMENT TRANSFERS

Section 1. No individual or group of individuals shall be transferred out of the Fire Department, unless mutually agreed upon, by the City and the Union, to any department not directly related to fire fighting, Fire Apparatus Repair, Fire Communication, Fire Alarm System Repair, Fire Training, and Fire Prevention, or any other service which is not recognized under Indiana state statute as a responsibility of a fire department or the Fire Chief. Any unit member who is transferred within the guidelines established and answering all requirements for the job transferred to, and who within six (6) months, is determined not to have the ability to perform such job shall be advised of the specific reasons resulting in the disqualifications. The disqualified member shall have the right to return to his previous job and pay without prejudice.

Section 2. No unit member shall be required to assume the duties of a position under the jurisdiction of any other union.

ARTICLE 25
HOLIDAYS

Section 1. Schedule for the year 1994:

The following days shall be holidays for members of the bargaining unit who work a 24/48 hour shift, 56 hour schedule: New Year's Day, Martin Luther King's Day, Presidents' Day, Primary Election Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and the Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day.

The following days shall be holidays for members of the bargaining unit who work a standard 8 hour shift, 40 hour schedule: New Year's Day, Martin Luther King's Day, Presidents's Day, Primary Election Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and the Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day.

Schedule beginning in the year 1995:

The following days shall be holidays for members of the bargaining unit who work a 24/48 hour shift, 56 hour schedule: New Year's Day, Martin Luther King's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day.

The following days shall be holidays for members of the bargaining unit who work a standard 8 hour shift, 40 hour schedule: New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day.

Section 2. Holiday pay will be compensated to only those firefighters who are on duty between the hours of 0001 and 2400 the day of the holiday. The rate of compensation will be two (2) times the hourly firefighter wage. Under this method of payment and the schedule as defined in Article X the shift working from 0001 to 0700 will receive seven (7) hours of double time and the shift working from 0700 to 2400 hours will receive 17 hours of double time. The firefighter must be on duty to receive premium holiday pay.

Section 3. Fire Fighters assigned to forty (40) hour schedules shall be compensated at two (2) times their hourly rate for hours worked on the given Holidays.

ARTICLE 26 PERSONAL DAYS

Section 1. Personal day shall be granted to members of the bargaining unit for urgent or unforeseen matters. The member shall advise his supervising officer in advance of such absence and the day shall be granted providing the minimum number of personnel needed for the operation of the department is maintained.

Members working a 24/48 hour schedule shall be entitled to one (1) 24 hour personal day off.

For the year 1994, Members working an 8 hour schedule shall be entitled to three (3) 8 hour personal days off.

Beginning in 1995, Members working an 8 hour schedule shall be entitled to four (4) 8 hour personal days off.

Section 2. The procedure for administering the personal day is further defined in the Policy and Procedures manual.

ARTICLE 27
STATION BID

- Section 1. Definition: Station bid as defined in this Article shall mean that non-ranking combat Firefighters shall have the right to bid for the station that they would most like to serve. Department seniority shall prevail in bidding for job openings within the Combat Division.
- Section 2. Procedures: The Fire Chief or his designated representative shall record all bids and observe the engine houses as they fill to ensure shift equality. Once the bids have been completed, those jobs shall be held until a job opening occurs.
- Section 3. The city recognizes the following positions available in the Combat Division for the bid and bump system:
 3 bid positions per engine
 2 bid positions per ladder truck
 3 bid position per rescue unit
- Section 4. Hereafter are listed the rules governing Station Bids:
1. Station jobs up for bid shall be filled by the applicant with the highest seniority.
 2. The posting will name the assignment and the date of the bid posting and closing. Bids will remain open eighteen (18) calendar days.
 3. Each Fire Fighter may successfully bid on one (1) job per year, but after having successfully bid, shall remain for one (1) year in that job or until a posted position closes after eighteen (18) days without anyone bidding on it at which time persons in this category would be eligible to bid.
 4. Unsuccessful bids or assignments will not be counted against the member's number of bids per calendar year.
 5. A Fire Fighter may bid on more than one job, but not more than two (2) jobs simultaneously.
 6. After two (2) unsuccessful bid posting, the position may be filled by the Fire Chief using any Fire Fighter on that shift who is not holding a permanent bid position. The position will be placed on an available position list and can be bid upon at any time.

7. Bid positions and available positions will be posted on all Fire Department bulletin boards for eighteen (18) calendar days. Persons to accept bids will be the Fire Chief, or his designate, in the Fire Department Office. Firefighters must bid for jobs on forms from the District Chief, in person, by signature, and will receive a receipt to show that he has placed a bid. The Fire Fighter will retain the original and the person issuing the receipt will forward the copy along with the bid, at the time the bid closes, to the Fire Chief or his designate. A Fire Fighter may remove his name from the bid by appearing in person to the District Chief during working hours, with his receipt, during the eighteen (18) calendar days while the bid is still open.
8. Temporary job openings are defined as those resulting from an on-duty sickness or injury that will have a duration of not more than one (1) year. These temporary job openings may be filled at the Fire Chief's discretion, from the engine house of his choice, by seniority. The more senior member of that house shall have the right to refuse temporary openings, thus causing the qualified junior Fire Fighter to be the assignee.
9. If the temporary job opening becomes terminated because of death, retirement, voluntary quit or end of time limit, that job shall be posted for bid in the manner described previously.
10. Jobs successfully bid will be filled within twenty (20) days.
11. A Fire Fighter shall not be eligible to exercise seniority bid for preferred job openings, in the Combat Division, until completion of three (3) years of service.
12. Job openings shall be either posted for bid or removed from contention within fourteen (14) days from vacancies.
13. Temporary assignments shall not be used to avoid the bid system.
14. In the event it becomes necessary to balance shift staffing, the Fire Fighter with the least seniority not holding a permanent bid spot will be moved, unless a more senior Fire Fighter volunteers to move.

15. Nothing in this Agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications provided each new job classification is posted for bid in accordance with the bidding procedures described herein.

ARTICLE 28
BUMP SYSTEM

- Section 1. In the event it becomes necessary to close an engine house, put a manned piece of apparatus out of service, a member is removed, or voluntarily resigns their position rank, those unit members affected shall be afforded the right to exercise their seniority and bump into existing jobs providing they meet the job specifications. Those persons displaced by being bumped shall then exercise their seniority rights for jobs in like manner. No assignment held by Union's Executive Board members shall be subject to the bump system. Those persons displaced by being bumped shall then exercise their seniority rights for jobs. Failure to exercise these rights within thirty (30) calendar days will result in losing of their right to bump. This bump system pertains only to those positions identified in Article 27, Section 3.

ARTICLE 29
GENERAL PROVISIONS

- Section 1. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.
- Section 2. Employees shall be assigned to work at one specific location. Subsequent to reporting, the Department will be responsible for providing transportation from the reporting site to the scene of an emergency. If an individual is transferred after reporting to his initial job site and does not have transportation, the department shall provide such. In this event, the Department has a responsibility to have the employee back to the location of origin no later than 7:30 a.m. the next morning. The City will make every effort to meet this responsibility.
- Section 3. This Agreement shall be printed in booklet form at the expense equally of the Union and the City and distributed to each member of the bargaining unit.
- Section 4. No combat member shall be required to perform any outside duties not dispatched as emergency through the normal run procedure established by the Department when outside temperature is 10 degrees Fahrenheit or 0 degrees wind chill or less, or 91 degrees Fahrenheit or greater. The National Weather Bureau at Baer Field shall be used to establish temperature.

Section 5. No Class A pump will be assigned to an initial emergency response with less than 3 firefighters.

Section 6. All Officers shall promptly and accurately prepare and file all official reports required or requested by the Fort Wayne Fire Department Rules and Regulations and/or General Orders, and nothing herein shall exempt any Officer from the duty to make such reports.

ARTICLE 30
RULES AND REGULATIONS

Section 1. The Union agrees that all of its members will comply with all Department policies, procedures, rules and regulations, including those relating to conduct and work performance as long as those policies, procedures, rules and regulations do not conflict with the provisions of this Agreement. The City agrees that Departmental rules and regulations which affect the working conditions and performance shall be subject to the grievance procedure.

ARTICLE 31
POLICY AND PROCEDURES

Section 1. The City and the Union agree to establish and maintain a joint Policy and Procedures committee for the purpose of determining and defining policies, procedures, rules and regulations. All such directives must be approved through the Committee except in emergency circumstances at which time the Fire Chief may issue a directive as necessary subject to review and approval at the Committee's next meeting. All directives of the Committee shall be issued in writing to the Fire Fighters and places in a manual designed for such.

Section 2. The committee shall consist of four (4) representatives selected by the Fire Chief and four (4) representatives selected by the Union. A minimum of three (3) members from each side must be present at any given committee meeting to conduct business. Only equal numbers from both sides may vote on an issue.

Section 3. In the event of an unresolved issue or impasse of the joint committee, the Director of Public Safety will have the authority to select the appropriate solution, only from the recommendations submitted by the Committee and all segments thereof, which serves the best interest of the Fort Wayne Fire Department and the City of Fort Wayne.

ARTICLE 32
BULLETIN BOARDS

Section 1. The City shall provide space for sealed bulletin boards for use by the Union, which are to be located in areas where unit members normally work.

ARTICLE 33
SAFETY

Section 1. The City and the Union agree to establish a committee of equal members for the purpose of investigation, study and recommendation on all matters pertaining to safety within the work environment (i.e. protective turn-out gear, clothing, departmental structures and equipment). All findings and recommendations of this committee shall be forwarded in writing to the Fire Chief with a copy to the Board of Public Safety and the Union. Recommendations shall first be presented to the unit members at an appropriate meeting.

Section 2. The committee shall consist of three (3) representatives selected by the Fire Chief and three (3) selected by the Union. A minimum of two (2) members from each side must be present at any given meeting to conduct business.

Section 3. The City will form a committee consisting of personnel from public safety, the medical community and the public health sector. This committee will research and develop a policy for testing and treatment of communicable diseases incurred in the line -of duty. This policy is to be agreed upon by both the FWPFFU and the City.

ARTICLE 34
PREVAILING RIGHTS

Section 1. All rights, privileges and working conditions permissible by law enjoyed by the unit members at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by direct order of the Fire Chief. However, prior to such changes being made, the Fire Chief shall give fourteen (14) calendar days written notice of such change to the Union, setting forth the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Fire Chief to discuss any objection to the change. Where responsible objections are made by the Union, the Fire Chief shall make every effort to satisfy such objections.

ARTICLE 35
RANK DIFFERENTIAL

Section 1. For the year 1994, A Probationary Fire Fighter shall be paid 85% of a 1st Class Fire Fighter's salary. A 3rd Class Fire Fighter shall be paid 90% of a 1st Class Fire Fighter's salary. A 2nd Class Fire Fighter shall be paid 95% of a 1st Class Fire Fighters salary. A Lieutenant shall be paid 107% of a 1st Class Fire Fighter's salary. A Captain shall be paid 107% of a Lieutenant's salary. A Platoon Captain shall be paid the same salary as a Captain. A District Chief shall be paid 110% of a Captain's salary. See wage schedule attached.

Section 2. Beginning in 1995, A Probationary Fire Fighter shall be paid 90% of a 1st Class Fire Fighter's salary. A 3rd Class Fire Fighter shall be paid 100% of a 1st Class Fire Fighter's salary. A 2nd Class Fire Fighter shall be paid 100% of a 1st Class Fire Fighters salary. A Lieutenant shall be paid 107% of a 1st Class Fire Fighter's salary. A Captain shall be paid 107% of a Lieutenant's salary. A Platoon Captain shall be paid the same salary as a Captain. A District Chief shall be paid 110% of a Captain's salary. See wage schedule attached.

If the City eliminates the rank of Lieutenant and there is no one assigned to this rank then a Captain shall be paid 114% of a 1st Class Fire Fighter.

ARTICLE 36
DRUG TESTING

PURPOSE: The Fort Wayne Fire Department has an obligation to provide a safe work environment for its employees, and a duty to protect and maintain the public trust. The Fort Wayne Drug Testing Program will ensure that all department employees will remain drug free, both on and off duty, and alcohol free while on duty.

The Drug Testing Program of the Fort Wayne Fire Department was conceived and implemented by a process of cooperative effort with members of the department. The program recognizes the need to balance the private interests of employees against the need to maintain the public trust, and to provide the highest level of public safety service to our citizens. The program promises a drug testing that will be conducted fairly and with adequate safeguards for the protection of privacy and dignity of all members.

The Fort Wayne Fire Department will not permit or condone the use of narcotics anytime, nor the on-duty use alcohol.

Section 1. DEFINITIONS

- A. Employee/Member - All personnel employed by the Fort Wayne Fire Department; both sworn and civilian.
- B. Sworn Employees - All sworn/commissioned employees, including ranking officers.
- C. Supervisor - Both sworn and civilian employees assigned to a position having responsibility for supervising subordinates, or commanding a work element.
- D. Drug Test - A urinalysis test administered under approved conditions and procedures to detect drugs.
- E. Reasonable Suspicion - An apparent state of facts, or circumstances found to exist, upon inquiry, which would induce a reasonably intelligent and prudent person to believe that an employee was under the influence, or using narcotics; providing grounds for belief in the existence of facts or circumstances warranting an order to submit to drug testing. (IACP)

Section 2.

AREAS REQUIRING MANDATORY DRUG TESTING

- A. Testing of all new applicants, and of all probationary officers prior to the conclusion of their probationary period.
- B. Testing that is warranted by actions, conduct, or behavior that is suspect or indicative of substance abuse, and may form the basis for reasonable suspicion.
- C. Testing warranted by specific complaint, when facts and a reasonable conclusion drawn from those facts can be documented and reduced to writing.
- D. Testing based upon "serious incident". Serious incident is defined as:
 - 1. An incident involving serious bodily injury or death.
 - 2. An automobile or fire apparatus accident, where there is serious bodily injury or death.
- E. Random Selection Testing where twenty five percent (25%) of department members are selected at random for drug testing. Any department member that is randomly selected twice in one calendar year for testing will not be selected for further random testing in that calendar year.
- F. Full and complete department wide initial phase testing for all sworn fire personnel.
- G. A member's name may be added to the list for random drug testing based on a credible anonymous complaint from the public or any other source. The credibility of the complaint will be determined by a joint committee. The decision will be made by majority vote of this committee and the committee will sign an agreement for confidentiality of the source and information pertinent to all aspects of the complaint. The committee shall have complete autonomy. The committee shall consist of 3 members of the Fort Wayne Professional Firefighters Union, the District Chief of the member's division and the Fire Chief or Assistant Chief. The Fire Chief or Assistant Chief will chair the committee. Additionally, the committee by majority vote may order the immediate drug testing of any member based upon the evidence presented and the member will be presented a copy of the committee's order prior to the testing of the member.

Section 3.

PRETESTING REQUIREMENTS

Before any member of the department is tested, other than those members that are ordered to be tested by the Drug Committee, the following requirements must be satisfied.

- A. Before testing for incidents based on reasonable suspicion, the articulate facts constituting the reasonable suspicion must be reduced to writing and made a part of an official record. A copy of this record will be provided to the department member immediately prior to the testing procedure.
- B. The decision to require submission to the drug testing procedure will be made by the Fire Chief or Assistant Chief
- C. The selection of names for random testing will be witnessed by a representative from the Professional Firefighters Union and the Fire Chief or his designee.
- D. All members will be required to complete a pre-test questionnaire concerning the taking of any substances that might create a positive test result.
- E. Members of the department randomly selected for drug testing will be given an appointment time and date as to when to report to the testing facility. The appointment time and date will be set within twenty-four (24) hours of notification. No notification is required when in an on-duty situation and attendance is mandatory. Failure to submit to drug testing or not showing up at your scheduled time will be considered a violation of the Fort Wayne Fire Department Rules and Regulations.

Section 4.

SCREENING METHOD

- A. The initial analysis for all substances will consist of the Enzyme Immunoassay (EIA) i.e., by the EMIT drug abuse urine system.
- B. The (GS/MS) or Gas Chromatography with Mass Spectrometry will be the specific method to confirm positives.
- C. The following list of ten (10) substances will be the minimum number of substances allowed in the testing procedure:
 - Amphetamines
 - Barbiturates
 - Benzodiazepines
 - Cocaine Metabolites
 - Marijuana
 - Methadone
 - Methaqualone
 - Opiates
 - Phencyclidine
 - Propoxyphene
- D. The results of the drug testing will be returned only to the Fire Chief or his designee.
- E. The member tested will be notified by the Fire Chief or his designee of any positive and confirmed test results in a timely manner.

Section 5.

SAMPLE COLLECTION PROCEDURE

The Fort Wayne Fire Department requires that the laboratory and/or facility responsible for drug testing have the highest rating possible, and that collection procedures be carried out in a medical setting. In no instance will a member of the department be searched prior to testing.

- A. A member of the Fire Command will be present and will supervise the collection process.
- B. The Command person present at the testing facility will ensure that members being tested comply with all requests from medical personnel that are reasonable and pertain to the established testing procedure.
- C. The Fire Chief or his representative will have prepared in advance the testing members names and necessary information for continuity.
- D. The testing member will provide a sample. Water or other fluids will be provided until the member is able to provide a sample.

Section 6.

CONTINUITY OF SAMPLES

- A. A Continuity Report Record will be maintained on every urine sample taken, and the sample will be classed as evidence.
- B. Identifying information will consist of a control number and the testing member's social security number and permanent employee number. The control number will be used once, and will not be used again to identify another sample. The testing member's name will only appear in the Fire Commands control logs and documents. Prior to testing, the Chief or his designee will visually check the testing member's fire identification card to verify information.
- C. Extreme caution will be used to ensure that the sample container has the correct identifying information and the member providing the sample shall initial the sealing label, as per continuity procedures, and affix this to the sample.
- D. Positive samples will be retained (frozen) until conclusion of any departmental procedures, or employee appeal. During this period, the testing member may be afforded an opportunity to obtain his/her own laboratory test on the sample, utilizing an independent testing service at their own expense. The same rules of continuity and evidence will apply throughout this procedure

Section 7.

DUE PROCESS REQUIREMENTS

- A. Any member of the department having been tested will be notified by the Fire Chief or his designee, of the test results as soon as possible.
- B. The member testing positive will be immediately suspended with pay pending a hearing for suspension without pay at the next available meeting of the Board of Safety.
- C. The member testing positive may explain or contest the results before the Board of Safety. The Board of Safety upon reviewing the member's explanation, will then determine if further disciplinary action is to be taken.

ARTICLE 37
COMMUNICATION SECTION

- Section 1. Fire Fighters assigned to duties in the Communications and Traffic Engineering Divisions shall enjoy all financial fringe benefits and working conditions outlined in this agreement subject to the following:
- a) The basic work schedule for Fire Fighters assigned to the Communications Division shall be four (4) days on-duty followed by two (2) days off-duty except for those assigned to radio shop. Radio shop personnel will work Monday through Friday. Duty days shall consist of eight (8) hour shifts.
 - b) At any time it becomes necessary to hold over an employee, overtime shall be provided at the rate of one and one-half times the hourly rate for each one-tenth hour worked or partial one-tenth hour worked. Overtime shall accrue for any work hours in excess of a forty (40) hour work week.
 - c) Any time an employee is called back to work after he has been released from his normal work schedule, overtime shall be paid either for the actual time worked at the applicable overtime rate or four (4) hours at straight time, which ever is greater. Time will start when the employee reports for work. The provisions detailing on-call are in Section 2.
 - d) Employees shall be compensated for hours worked on a recognized 40 hour holiday at two (2) times their hourly rate. If the holiday falls on a regular work day that has been scheduled as a vacation day, the employee shall be granted compensatory time off equal to the hours which would have been worked.
 - e) Electronics Technicians shall be eligible for Technician pay in the amount of \$750.00 per year provided they meet the following requirements:
 - 1. Hold the job classification of Electronics Technician in the Communications Division and are actively employed therein.
 - 2. Hold a Federal communications license for general radio/telephone, APCO, or NABER certification.
 - 3. Are required to perform signal (fire alarm) electrician duties.

Section 2.

The Chief Technician of the Communications Department will cover all weekend, holiday and after hour calls.

Electronic Technicians and Fire Alarm Technicians will be available on a secondary basis to assist the Chief Technician in resolving breakdowns and malfunctions that are other than routine.

The Electronic and Fire Alarm Technicians will be on-call during those times that the Chief Technician can not be available. (vacations, illness, personal, etc.)

The on-call time will be offered first to the exempt electronic Technician (the unofficial backup supervisor) on a voluntary basis.

The Electronic and Fire Alarm Technicians, under IAFF, will then also be offered the call on a voluntary basis.

The on-call will be assigned to the Technician with the lowest amount of on-call hours, if there are no volunteers. The rotation will be assigned to all Electronic and Fire Alarm Technicians, both exempt and IAFF.

ARTICLE 38
BINDING AGREEMENT

Section 1. This Agreement shall be binding upon the successors and assigns of all of the parties hereto.

ARTICLE 39
SAVINGS CLAUSE

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 40
DURATION AND CHANGE

Section 1. This Agreement shall become effective at 00:01 hours January 1, 1994 and shall remain in full force and effect until 24:00 hours December 31, 1995 and from year to year thereafter unless either party in the year 1995 shall, no more than ninety (90) and at least sixty (60) days prior to the anniversary date hereof, notify the other party, in writing, of a desire to amend or terminate this agreement. In the event written notice is given under the provisions of the above, the parties shall meet no later than fifteen (15) days after receipt of notice.

Section 2. No agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by an employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties.

RESPECTFULLY SUBMITTED,
FOR THE FORT WAYNE PROFESSIONAL
Firefighters UNION, LOCAL 124:

FOR THE CITY OF FORT WAYNE:

Michael Cameron, President

Paul Helmke, Mayor

Rick Dolsen, Vice-President

Payne Brown, Safety Director

Michael Pinkham, Treasurer

Tim McCaulay, City Attorney

Tyrone Davie, Trustee

Steven Hinton, Fire Chief

Date: _____
Union Approved

Date: _____
Council Approved

BOARD OF PUBLIC SAFETY

Charles Weinraub, Chairman

Hana Stith, Member

Donald Stedge, Member

Dated: _____
Board Approved

AGREEMENT

This Agreement is entered into between the City of Fort Wayne, Indiana (hereinafter referred to as the "CITY"), the Fort Wayne Fire Department (hereinafter referred to as the "DEPARTMENT"), and the Fort Wayne Professional Firefighters Union, Local 124 Inc., Professional Firefighters Union of Indiana, International Association of Firefighters, AFL-CIO, CLC (here-after referred to as the "UNION").

WITNESSETH

The members of the Fire Department of the City of Fort Wayne, Indiana, are engaged in providing an essential public service to the community which affects the health, safety, comfort and general well being of the citizens of said City; and the parties hereto expressly agree to be bound by the terms of this Agreement in consideration of the premises and mutual covenants herein set forth and in further consideration of the high and proper purposes, aims and intentions of the parties hereto; and in order to achieve such purposes, the parties agree as follows:

ARTICLE 1 UNION AND CITY RELATIONSHIP

Section 1. The Union and the City agree to cooperate fully for harmonious relations, good working conditions, fair, reasonable and impartial discipline.

ARTICLE 2 UNION RECOGNITION

Section 1. The City hereby recognizes that the Union represents a majority of the Firefighters of the City of Fort Wayne. The City, therefore, recognizes the Union as the sole and exclusive bargaining agent for members of the bargaining unit (as defined in Article III, herein) of the City of Fort Wayne in matters pertaining to rate of pay, wages, hours of employment, working conditions, and other conditions of employment, and further agrees to bargain with no other such agent.

ARTICLE 3
JURISDICTION

- Section 1. The bargaining unit shall be as follows: All Firefighters covered by the Indiana Burns Statute Pension Acts of 1937 and 1977, who are permanent and paid employees of the City of Fort Wayne wherever assigned to duty, but the following shall not be covered by this Agreement:
- (a) Chief
 - (b) Deputy Chief
 - (c) Assistant Chiefs

ARTICLE 4
MANAGEMENT RIGHTS

- Section 1. The Union recognizes the authority of the City of Fort Wayne, Indiana to hire, discipline, transfer, promote, demote, suspend and discharge, assign work and the number of hours to be worked, including overtime work, to increase and decrease the work force, to establish staffing levels per apparatus and vehicles, to establish standards and methods, transfer work or otherwise perform work in the Fire Department as required by the demands to maintain the efficiency of public safety as well as to direct the working force of the department.
- Section 2. The employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this agreement which limit and restrict these defined employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies or supersedes the rights of employees or the Union, where such rights are expressly set forth in this Agreement.

WAGE PROPOSAL

1994 WAGE SCHEDULE

The three step schedule leading to First Class/Journeyman Fire Fighter status is based upon the employee's completion of all requirements specified in the Joint apprenticeship Training Program. Time in grade at Apprenticeship level shall be not less than 12 months at each level.

<u>CLASSIFICATION</u>	<u>ANNUAL SALARY</u>	<u>56-HOUR/HOUR</u>	<u>40-HOUR/HOUR</u>
DISTRICT CHIEF	36,454.73	12.5188	17.5263
PLATOON CAPTAIN	33,140.67	11.3807	15.9330
CAPTAIN INSPECTOR II INVESTIGATOR II	33,140.67	11.3807	15.9330
LIEUTENANT INSPECTOR I INVESTIGATOR I	30,972.58	10.6362	14.8907
FIRST CLASS (FF1) JOURNEYMAN	28,946.34	9.9403	13.9165
SECOND CLASS (FF2) APPRENTICE FF III	27,499.02	9.4433	13.2207
THIRD CLASS (FF3) APPRENTICE FF II	26,051.71	8.9463	12.5249
PROBATIONARY (FFP) APPRENTICE FF I	24,604.39	8.4493	11.8290

* NOTE

Wages indicated on this page and overtime will be retroactive to January 1, 1994. No retroactive payments will be made for riding out of rank, holiday pay or other misc pay adjustments.

WAGE PROPOSAL
1995 WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>ANNUAL SALARY</u>	<u>56-HOUR/HOUR</u>	<u>40-HOUR/HOUR</u>
DISTRICT CHIEF (see NOTE)	38,437.88	13.1998	18.4798
PLATOON CAPTAIN (see NOTE)	34,943.53	11.9998	16.7998
CAPTAIN (see NOTE) INSPECTOR II INVESTIGATOR II	34,943.53	11.9998	16.7998
LIEUTENANT (see NOTE) INSPECTOR I INVESTIGATOR I	32,657.50	11.2148	15.7007
FIRST CLASS (FF1) JOURNEYMAN	30,521.02	10.4811	14.6736
SECOND CLASS (FF2) APPRENTICE FF III	30,521.02	10.4811	14.6736
THIRD CLASS (FF3) APPRENTICE FF II	30,521.02	10.4811	14.6736
PROBATIONARY (FFP) APPRENTICE FF I	27,468.92	9.4330	13.2062

NOTE:

If Lieutenant rank is eliminated the following shall be the wage schedule for Captain, Platoon Captain and District Chief:

DISTRICT CHIEF	38,273.33	13.1433	18.4006
PLATOON CAPTAIN	34,793.94	11.9485	16.7279
CAPTAIN INSPECTOR II INVESTIGATOR II	34,793.94	11.9485	16.7279

APPENDIX A

AGREEMENT FOR PAYMENT OF UNION DUES FOR REPRESENTATION FEES

This Agreement is made on _____, 19 __, by and between the City of Fort Wayne, Indiana and the Board of Public Works and Safety Commissioners of said City, hereinafter referred to as the "Employer," and _____, hereinafter referred to as the "Employee." This Agreement between the Employer and Employee is made in compliance with the terms of the Agreement between the City of Fort Wayne and the Fort Wayne Professional Firefighters Union, Local #124 Inc., hereinafter referred to as "Union," dated _____.

The Employee has made an application to the Employer to become a member of the Fort Wayne, Indiana Fire Department, and the Employer hereby accepts the application and agrees to employ the Employee as a Fire Fighter.

The Employee acknowledges that employment in the Fort Wayne, Indiana Fire Department is subject to the terms of the labor agreement between the Employer and the Union and that the Employer is required by Fort Wayne, Indiana Special Ordinance No. S-156-78 to recognize exclusive representatives of Firefighters in bargaining units defined in said Ordinance. The Employee acknowledges that, pursuant to said Ordinance, the Employer has recognized the Union as the sole and exclusive representative for certain employees in the Fire Department and the Employer has entered into a labor agreement with the Union containing a union security provision which requires that employees hired after the effective date of the aforementioned labor agreement shall, as a condition of continued employment, either join the union and pay monthly union dues and initiation fees or pay an agency fee determined by the union. The Employee acknowledges, pursuant to said

labor agreement, the Employee has read and understands Article V.

The Employee agrees, in consideration of the acceptance and continued employment by the Employer of the Employee as a fire fighter, to abide by the Union Security Provision of the agreement between the Employer and the Union, and pay all union dues, initiation fees or agency fees equal to the union dues.

The Employee agrees that the payment of said dues or fees shall be a condition of employment and continued employment, and upon the Employee's failure to abide by the aforementioned agreement, if such failure remains uncorrected for a period of thirty (30) days after written notice from the Employer or from the Union to the Employee, the Employee shall be discharged from employment and the employment terminated.

The Employee hereby releases the City and the Union from all claims, damages and liability that may result from a termination for non-payment of union dues, initiation fees and agency fees.

CITY OF FORT WAYNE, INDIANA:

EMPLOYEE:

BY: _____

THE BOARD OF PUBLIC SAFETY:

BY: _____

BILL NO. S-94-10-02

REPORT OF THE COMMITTEE ON
FINANCE
CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR
ARCHIE L. LUNSEY
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council fixing.
establishing and ratifying compensation for certain City employees
represented by The Fort Wayne Professional Fire Fighters Union
Local #124

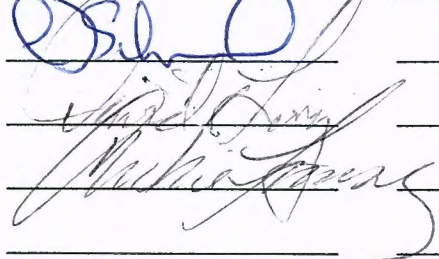
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC



DATED: 10-25-94

Sandra E. Kennedy
City Clerk